

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

WEST COAST INVESTORS, LLC,

CASE NO: 562018CA001224AXXXHC

Plaintiff,

v.

ROBERT V. MATTHEWS, and
MARIA S. MATTHEWS a/k/a
MIA MATTHEWS,

Defendants.

_____ /

**MARIA MATTHEWS'S ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Maria Matthews answers plaintiff West Coast Investors, LLC's ("WCI") complaint as follows:

1. Without knowledge and therefore denied.
2. Denied, except admitted that Robert Matthews and Maria Matthews reside in Florida.
3. Denied, except admitted that the Court has jurisdiction of this matter.
4. Denied, except admitted that the Security Agreement attached as part of exhibit 2 to

the complaint speaks for itself.

5. Denied.

6. Admitted.

7. Denied.

8. Denied.

9. Denied.

10. Denied, except admitted that the promissory note attached as part of exhibit 2 to the

complaint speaks for itself.

- 11. Denied.
- 12. Denied.
- 13. Denied.
- 14. Denied.
- 15. Denied.
- 16. Denied.
- 17. Denied.
- 18. Without knowledge and therefore denied.

Count I

- 19. Maria Matthews restates her answers to paragraphs 1 through 18 of the complaint.
- 20. Denied.
- 21. Denied.
- 22. Denied.
- 23. Denied.

Count II

- 24. Maria Matthews restates her answers to paragraphs 1 through 18 of the complaint.
- 25. Denied.
- 26. Denied.
- 27. Denied.

Count III

- 28. Maria Matthews restates her answers to paragraphs 1 through 18 of the complaint.
- 29. Denied.
- 30. Denied.

31. Denied.

32. Denied.

Count IV

33. Maria Matthews restates her answers to paragraphs 1 through 18 of the complaint.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE-GIFT

The \$125,000 at issue was not a loan, but was instead a gift to Maria Matthews provided by Glenn Straub, the owner of Palm Beach Polo, Inc., without expectation of repayment, which Maria Matthews accepted.

SECOND AFFIRMATIVE DEFENSE-PROMISSORY ESTOPPEL

Glenn Straub, the owner of Palm Beach Polo, Inc., and his representatives, led Maria Matthews to believe that the \$125,000 was a gift provided by Glenn Straub, the owner of Palm Beach Polo, Inc. to Maria Matthews and not a loan. Glen Straub and his representatives never stated that Maria Matthews would be required to repay the \$125,000. In light of Glenn Straub's and his representatives' conduct and statements, which lead Maria Matthews to believe, prior to accepting the \$125,000, that the \$125,000 would not need to be repaid, Glenn Straub, Palm Beach Polo, Inc., and WCI, as assignee of Palm Beach Polo, Inc., should be estopped from now

seeking recovery of those monies.

THIRD AFFIRMATIVE DEFENSE-AUTHORIZATION

Glenn Straub, the owner of Palm Beach Polo, Inc., authorized Maria Matthews to use the credit cards at issue and to make the credit card charges at issue.

FOURTH AFFIRMATIVE DEFENSE-GIFT

Glenn Straub, the owner of Palm Beach Polo, Inc., authorized Maria Matthews to use the credit cards at issue and to make the credit card charges at issue as a gift, without expectation of repayment, which Maria Matthews accepted.

FIFTH AFFIRMATIVE DEFENSE-PROMISSORY ESTOPPEL

Glenn Straub, the owner of Palm Beach Polo, Inc., led Maria Matthews to believe that she was authorized to use the credit cards at issue and to make the credit card charges at issue, without repayment, as a gift, which Maria Matthews accepted. In light of Glenn Straub's conduct and statements, which lead Maria Matthews to believe, prior to accepting use of the credit cards at issue and making the credit card charges at issue, that those credit card charges would not need to be repaid, Glenn Straub, Palm Beach Polo, Inc. and WCI, as assignee of Palm Beach Polo, Inc., should be estopped from now seeking recovery for those credit card charges.

SIXTH AFFIRMATIVE DEFENSE-GIFT

The approximately \$22,000 in alleged "miscellaneous loans" at issue were not loans, but were gifts to Maria Matthews provided by Glenn Straub, the owner of Palm Beach Polo, Inc., without expectation of repayment, which Maria Matthews accepted.

SEVENTH AFFIRMATIVE DEFENSE-PAYMENT

The approximately \$22,000 in alleged "miscellaneous loans" at issue were not loans, but include payments to Maria Matthews by Glenn Straub, the owner of Palm Beach Polo, Inc., for

assistance with various matters.

EIGHTH AFFIRMATIVE DEFENSE-PROMISSORY ESTOPPEL

Glenn Straub, the owner of Palm Beach Polo, Inc., led Maria Matthews to believe that the \$22,000 in alleged “miscellaneous loans” at issue were gifts, not loans, and never told Maria Matthews that she would be required to repay those monies. In light of Glenn Straub’s conduct and statements, which lead Maria Matthews to believe, prior to accepting the approximately \$22,000, that those monies would not need to be repaid, Glenn Straub, Palm Beach Polo, Inc. and WCI, as assignee of Palm Beach Polo, Inc. should be estopped from now seeking recovery of those monies.

ATTORNEY’S FEES AND COSTS

Maria Matthews has engaged undersigned counsel and is obligated to pay counsel’s reasonable attorney’s fees and is entitled to payment of her attorney’s fees and costs pursuant to the agreements at issue and Fla. Stat. § 57.105(7).

DEMAND FOR JURY TRIAL

Maria Matthews demands trial by jury on all issues and all counts that are triable to a jury.

KAMMERER MARIANI PLLC
Counsel for Robert Matthews and Maria Matthews
1601 Forum Place, Suite 500
West Palm Beach, FL 33401
Telephone: 561-990-1591
Facsimile: 561-288-0998

/s/ Christopher Kammerer

By:

Christopher W. Kammerer
Florida Bar No. 042862
Email: ckammerer@kammerermariani.com
John F. Mariani
Florida Bar No. 263524
Email: jmariani@kammerermariani.com
Email: Eservice@kammerermariani.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by email through E-Service via the Florida Courts e-Portal filing system to Albert B. Moore, Esq., 130 S. Indian River Drive, Suite 202, Fort Pierce, FL 34950, almoore64@aol.com this 28th day of November 2018.

/s/ Christopher Kammerer

Christopher Kammerer